



26 Geo. II - c. 40

An ACT to Impower William Hunt Grubbe, Esquire, to make Leases of certain Estates in the County of Wilts; and for Vesting the Moneys arising by Fines to be received for such Leases, in Trustees, for the Purposes therein mentioned.



Whereas William Grubbe, late of the City of London, Esquire, deceased, did, in his Life-time, by Indentures of Lease and Release, bearing Date respectively the Seventeenth and Eighteenth Days of April in the Year of our Lord One thousand Seven hundred and Twenty-seven, made between him the said William Grubbe, of the one Part; and Francis Wroughton, late of the Parish of Urchfont, in the County of Wilts, Esquire, also deceased, of the other Part; grant, release, and confirm, unto the said Francis Wroughton, and his Heirs, all that Manor, or reputed Manor, of Cherkill, in the said County of Wilts, with all and every the Rights, Members, and Appurtenances thereof, and all other the Messuages, Lands, Tenements, and Hereditaments whatsoever, of him the said William Grubbe, situate, lying, and being, in Cherkill aforesaid; and all that the

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Manor,

Manor, or reputed Manor, of *Esberton*, in the said County of *Wilts*, with all and every the Rights, Members, and Appurtenances thereof; and all other the Messuages, Lands, Tenements, and Hereditaments whatsoever, of him the said *William Grubbe*, situate, lying, and being, in *Esberton* aforesaid; and all that the Manor, or reputed Manor, of *Heddington*, in the said County of *Wilts*, with all Rights, Members, and Appurtenances thereof, and all other the Messuages, Lands, Tenements, Tenths, Tythes, and Hereditaments whatsoever, of him the said *William Grubbe*, situate, lying, and being, in *Heddington* aforesaid, and in *Sandy-Lane*, in the said County of *Wilts*; and all that capital Messuage, Tenement, and Farm, with all other the Messuages, Lands, Tenements, and Hereditaments whatsoever, of him the said *William Grubbe*, situate, lying, and being, in *East Kinnet*, *West Kinnet*, or *Avebury*, or One of them, in the said County of *Wilts*; and all and every the Messuages, Lands, Tenements, and Hereditaments whatsoever, of him the said *William Grubbe*, situate, lying, and being, in the Borough of *Devizes*, and in the Parish of *Bishops-Cannings*, in the said County of *Wilts*; and also all and every the Messuages, Lands, Tenements, and Hereditaments, of him the said *William Grubbe*, situate, lying, and being, in *Potterne*, in the said County of *Wilts*, or elsewhere, in the Kingdom of *England*, with the Appurtenances, and the Reversion and Reversions, Remainder and Remainders thereof, to hold unto the said *Francis Wroughton*, and his Heirs, to and for the several Uses therein after expressed and declared; that is to say, To the Use of the said *William Grubbe*, for his Life; and, after his Decease, to the Use of *Phæbe* his then Wife, for her Life; and, after their several Deceases, to the Use of the Heirs Male of the Body of the said *William Grubbe* on the Body of the said *Phæbe* to be begotten; and, for Default of such Issue, to the Use of the said *William Hunt Grubbe*, by the Name and Addition of *William Hunt*, of *West Lavington*, in the County of *Wilts*, Gentleman, for his Life; Remainder to the said *Francis Wroughton*, during the Life of the said *William Hunt Grubbe*, in Trust, to preserve the contingent Remainders; Remainder to the Use of the First and other Sons of the said *William Hunt Grubbe* successively, in Tail Male; Remainder to the Use of *Thomas Grubbe* of *Chippenham*, in the said County of *Wilts*, Baker, for his Life; Remainder to the Use of the said *Francis Wroughton*, during the Life of the said *Thomas Grubbe*, in Trust, to preserve the contingent Remainders;

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Remainder to the First and other Sons of the Body of the said *Thomas Grubbe* successively, in Tail Male; with Remainder to the Use of the Right Heirs of the said *William Grubbe* for ever:

And whereas the said *William Grubbe*, and *Phæbe* his Wife, are both dead, without leaving any Issue of their or either of their Bodies, whereby the said Manors, Lands, Hereditaments, Tythes, and Premises, so settled by the said recited Indentures, are, by virtue of, and under the Limitations of and in the said Indenture of Release, now become vested in Possession in the said *William Hunt Grubbe*:

And whereas no Part of the Lands or Tenements belonging to the said Manor of *Cherhill* are in hand; but the several Lands and Tenements belonging to the same, have been immemorially leased, demised, or granted, by Deed or Copy of Court-roll for Lives, or for Terms of Years determinable on Deaths; and the same are now all held by divers Persons as Tenants thereof, by virtue of such Leases, or Copyhold Grants, under reserved Rents; which, in the Whole, are not sufficient to discharge the annual Fee-farm Rent of Twenty Pounds and Twelve Shillings, issuing out of the said Manor:

And whereas the Whole of the Messuages, Lands, Tenements, Hereditaments, in the said Manor of *Esberton*, and in *Heddington*, *Sandy-Lane*, *West Kinner*, *Potterne*, and *Bishops-Cannings*, and in the Borough of *Devizes*, except One Farm in *Heddington*, in the Possession of *Anthony Brookes*, One other Farm in *West Kinner*, in the Possession of *John Nalder*, and One other Farm in *Potterne*, in the Possession of *Henry Kent*, have been immemorially leased out, by Deeds, for Terms of Years determinable on Deaths; and, in and by several Family-Settlements, Powers have been, from time to time, given and reserved to the several Persons to whom the same Premises have been respectively limited to make Leases thereof, under the antient and accustomed yearly Rents, Heriots, and Services:

And whereas in the aforesaid Indentures of Lease and Release there is no Clause or Power thereby given or reserved for the said *William Hunt Grubbe*, or for his First or other Son or Sons,

Sons, or to any other Person, to whose Use the Premises are thereby limited, to renew or make any Leases of the said Premises or any Part thereof; by means whereof, the present Tenants are deprived of any Opportunity of renewing their respective Estates and Interests in the same; and the said *William Hunt Grubbe*, and the several other Persons in Remainder, are and will be not only unable to make the usual Profits and Advantages thereof, but are also liable to answer the said Fee-farm Rent; and great Parts of the Premises, and more especially such as consist of Messuages and Buildings, may, for want of sufficient Repairs, Upholdings, and other Improvements, be greatly lessened in Value; **But**, as such Leases cannot be effectually made, granted, or renewed, during the Life-time of the said *William Hunt Grubbe*, without the Aid and Authority of an Act of Parliament:

Therefore Your MAJESTY's most dutiful and loyal Subject the said *William Hunt Grubbe*, for and on behalf of himself, and of the said *Thomas Hunt Grubbe*, his only Child and Heir apparent,

Doth most humbly beseech Your MAJESTY,

That it may be **Enacted**; **And be it Enacted**, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall and may be lawful to and for the said *William Hunt Grubbe*, during his natural Life, and for his Executors and Administrators, as Guardian or Guardians of the said *Thomas Hunt Grubbe*, his Son, during his Minority, and until he shall attain his Age of Twenty-one Years, in case of the Death of the said *William Hunt Grubbe* before such time; and for the several other Persons who shall be afterwards intitled to the said several Manors, Messuages, Lands, Tenements, and Hereditaments, and in Possession thereof, by virtue of and under the several Limitations aforesaid, to demise, lease, or grant, all and every or any Part or Parts of the said Manors, Messuages, Lands, Tenements, and Hereditaments (except the said Three Farms whereof, the said *William Hunt Grubbe* is now seised in Possession, as aforesaid), in manner following; that is to say,
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As to such Part and Parts of the same Premises as have been usually demised and leased by Deed, for Life or Lives, to demise, lease, or grant, the same by Indenture or Indentures, sealed and delivered in the Presence of Two or more Witnesses, unto any Person or Persons, for One, Two, or Three, Life or Lives, or for any Term or Number of Years determinable on the Death or Deaths of One, Two, or Three, Person or Persons, in such Leases to be respectively named, either in Possession or Reversion, or by way of future Interest; so as in every such Lease, so to be made, there be reserved, and made payable, during the Continuance of the respective Terms, Estates, or Interests, thereby to be granted, leased, or demised, such yearly Rent or Rents, Duties and Services, as at the time of the last setting, leasing, or demising, the said Premises respectively, were reserved for the same; and so as there shall not be subsisting upon any such Messuages or Tenements, Lands, Tythes, or Premises, or any Part or Parcel thereof, so to be leased, granted, or demised, at any one time together, both in Possession and Reversion, any greater Estate or Interest than what will end and determine on the Deaths of Three Persons in Being; and so as in every of the said Leases, to be made in pursuance and by virtue of this Act, there be contained a Condition of Re-entry for Non-payment of the Rent and Rents thereby respectively to be reserved; and so as no Clause be contained in any of the said Leases, giving Power to any Lessee or Lessees to commit Waste, or exempting him, her, or them, from Punishment for committing the same Waste; and so as the respective Lessees do and shall execute Counterparts of their respective Leases.

And it is hereby further Enacted, That all and every Fine and Fines, Sum and Sums of Money (save and except the annual or yearly Rents reserved on such Leases), contracted to be paid upon, or in Consideration of, making or renewing any such Lease or Leases, to be made by virtue of and in pursuance of this Act, shall be paid unto, and received by, *Edward Bayntun*, of *Spye-park*, in the County of *Wilts*, Esquire, and *John Garth*, of *Devizes*, in the said County, Esquire, or the Survivor of them, or the Executors or Administrators of such Survivor; and that the Person or Persons receiving the same shall, as soon as conveniently may be, when any Sum or Sums of

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Money,

Money, amounting to the Sum of Two hundred Pounds, shall be had and received by him or them, put and place the same out at Interest, on Government or real Security or Securities, in their, or some or one of their Name or Names, in Trust, to pay the Interest thereof unto the said *William Hunt Grubbe*, during his Life; and, after his Decease, in Trust, to pay all and every such Sums as shall be so raised and received, as aforesaid, or to assign and transfer the said Security and Securities to be taken for the same, with all Interest thereof, from the Death of the said *William Hunt Grubbe*, unto and for the Use and Benefit of the said *Thomas Hunt Grubbe*, when he shall attain the Age of Twenty-one Years, or to such other Person or Persons as shall be intitled to, and in Possession of, the Inheritance thereof, by virtue of the Limitations contained or declared in and by the said recited Indenture of Release, and shall have attained the Age of Twenty-one Years.

And it is hereby Enacted and Declared, That the said *Edward Bayntun* and *John Garth*, or the Survivor of them, or the Executors or Administrators of such Survivor, shall not, nor shall anyor either of them, be answerable or accountable for any Moneys to be received by virtue of, or under, the Trusts hereby declared, any otherwise than each Person for such Sum or Sums of Money as he or they shall respectively actually receive; and that neither of them shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults, of the other of them; and that the said *William Hunt Grubbe*, his Executors or Administrators, shall and may, by and out of the said Fines so to be received on making and renewing such Leases, as aforesaid, retain to and reimburse himself and themselves all such Costs, Charges, and Expences, as they shall respectively sustain, or be put unto, in and about the Execution of the Trusts hereby in them respectively reposed.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (Other than and except the said *William Hunt Grubbe* and the said *Thomas Hunt Grubbe*, his Son, and all and every other Son and Sons of him the said *William Hunt Grubbe* lawfully begotten, or to be begotten,

begotten, and the Heirs Male of the Body and Bodies of the said *Thomas Hunt Grubbe*, and of all and every such other Son and Sons of him the said *William Hunt Grubbe* lawfully issuing; and except also the said *Thomas Grubbe*, and the First and every other Son and Sons of his Body lawfully begotten, and to be begotten; and the Heirs Male of the Body and Bodies of such last-mentioned Son and Sons respectively issuing, and the right Heirs of the said *William Grubbe*), All such Estate, Right, Title, Interest, Claim, and Demand of, in, to, or out of, the Manors, Lands, Tenements, Tythes, Hereditaments, and Premises, hereby made subject to the Powers given, granted, and provided, by this Act, as they, every or any of them, had, before the Passing of this Act, or could or might have had and enjoyed, in case this Act had not been made.

An ACT to Impower William Hunt Grubbe, Esquire, to make Leases of certain Estates in the County of Wilts; and for Vesting the Moneys arising by Fines to be received for such Leases, in Trustees, for the Purposes therein mentioned.